Mable Client Member Terms

These terms commence on 26 September 2025 (or 27 August 2025 if you joined Mable on or after this date).

Introduction

- A Mable Technologies Pty Ltd ACN 162 890 379 (**Mable**, **We**, **Us**, **Our**) operates a Platform, accessible online or through an app, designed to connect Clients who are looking for Care Services with Support Workers who provide those Care Services (the **Platform**).
- B The following Members use the Platform: Coordinators, Client Members and Support Workers.
- C You are a Client Member who requires care and related services, and You wish to use the Platform to search for Support Workers and to book and pay for Care Services provided by them.
- D The Platform Terms (which form part of the Terms of Use) apply to each Member's access to and use of the Platform and Platform Services. The definitions in the Platform Terms apply to the Coordinator Terms.
- E Each Member must comply with the Terms of Use that applies to them as set out in the Platform Terms. The Terms of Use that applies to You, as a Client Member, comprises of these Client Member Terms, the Platform Terms and the Mable Policies (this is further described in the Platform Terms). The Client Member Terms do not apply to Coordinators or Support Workers.
- F Importantly, We only provide You with access to the Platform and the Platform Services under the Terms of Use. The Terms of Use regulates the terms and conditions of access to the Platform and provision of the Platform Services only. The Terms of Use does not apply to Care Services performed for You as a Client and the terms and conditions of any such engagement between You and a Support Worker are to be agreed and separately documented in a Care Services Agreement.
- G You acknowledge and agree that it is a condition of access to the Platform and provision of the Platform Services that any Care Services Agreements You are party to must comply with the Platform Minimum Requirements set out in the Platform Terms at all times.
- Any engagement between You and a Support Worker for Care Services is solely between You and that Support Worker, which is documented in a separate Care Services Agreement.
- There are some circumstances where We can suspend or terminate Your Account, or suspend the provision of the Platform Services in respect of a particular Care Services Agreement, and Our rights to do so are described in the Platform Terms.
- Our rights to amend the terms of and the fees and charges under the Terms of Use are set out in the Platform Terms. If Mable amends the terms of or the fees and charges under the Terms of Use, You will have the rights set out in the Platform Terms (as applicable).
- In the Terms of Use, capitalised terms have specific meanings. The meaning for each of those capitalised terms is listed in the Dictionaries located in clause 26 of these Client Member Terms, and in the Platform Terms.

Part 2: Dos and don'ts

1 What You must do

Part 1 of the Platform Terms includes details of the things that You must do.

2 What You must not do

2.1 **Prohibited Conduct**

- (a) Part 1 of the Platform Terms includes details of the things that You must not do.
- (b) Without limiting, and in addition to, Part 1 of the Platform Terms, You must not:
 - (i) engage in any Avoidance Conduct, or otherwise fail to comply with clause 2.2; or
 - (ii) arrange to receive services similar to or the same as the Care Services from Support Workers sourced through the Platform other than through the Platform.

2.2 Taking arrangements off of the Platform (Avoidance Conduct)

- (a) The conduct referred to in clauses 2.2(c) and 2.2(d), is **Avoidance Conduct**, which constitutes Prohibited Conduct under the Terms of Use.
- (b) You acknowledge and agree that:
 - (i) the Platform is not a platform developed to introduce Support Workers to Members for them to then continue their arrangements off the Platform;
 - (ii) the Platform has various safety measures in place that will no longer apply if Support Workers and Members are merely introduced and then engage off the Platform; and
 - (iii) Our model has been developed to charge smaller fees on an ongoing basis rather than a large upfront fee that would apply if We were to provide a recruitment or referral service.
- (c) During the Term of the Terms of Use:
 - (i) You are only entitled to use the Platform for the purposes described in the Terms of Use. You must not access or make use of the Platform for the purpose of developing a competing business, or for recruiting any other Member to provide or receive Care Services outside of the Platform:
 - (ii) You must only book and pay for Care Services through the Platform; and
 - (iii) You must not encourage or solicit any Member to avoid making payments through the Platform or avoid paying the fees that are due to Us under their agreement with Us (including the Mable Fees).
- (d) For a period of 12 months from the date You last accessed the Platform, in relation to a Support Worker that You met on the Platform, You must not:
 - (i) arrange or receive services similar to or the same as the Care Services from that Support Worker other than through the Platform; or
 - (ii) pay a Support Worker other than through the Platform for the provision of services similar to or the same as the Care Services.
- (e) The restrictions set out in clause 2.2(d) survive termination of the Terms of Use, unless We terminate the Terms of Use for convenience under Part 11 of the Platform Terms, in which case the restrictions set out in clause 2.2(d) cease to apply as at the date of termination.
- (f) You acknowledge and agree that if You engage in Avoidance Conduct, or otherwise fail to comply with this clause 2.2:
 - (i) such conduct will constitute a material breach of an essential term of the Terms of Use, and a Material Breach Event pursuant to Part 11 of the Platform Terms;
 - (ii) We will suffer Loss as a result of such conduct; and

- (iii) We will be entitled to remedies as a result of such conduct, including:
 - (A) pursuant to the indemnities by You under clause 12.1(a)(ii);
 - (B) suspension or limitation of Your access to or use of the Account under Part 11 of the Platform Terms;
 - (C) investigating the conduct under Part 11 of the Platform Terms;
 - (D) termination of Your Account (and the Terms of Use) under Part 11 of the Platform Terms;
 - (E) damages as a result of breach of contract; and/or
 - (F) any other remedies that may be available to Us under the Terms of Use or at Law.

Part 2: Getting started (onboarding)

3 Your agreement with Mable

The Platform Terms sets out the Terms of Use that apply to You, and the duration (Term) of the Terms of Use.

4 Eligibility to use the Platform and Platform Services

- (a) You must have Approval by Us pursuant to Part 2 of the Platform Terms to gain full access to the Platform and Platform Services. You will only receive Approval if You meet the following eligibility criteria (**Eligibility Criteria**):
 - (i) You are at least 18 years old;
 - (ii) You have the right, authority and capacity to enter into the Terms of Use;
 - (iii) You are the Client Member or a duly authorised agent of that Client Member;
 - (iv) if You create an Account on behalf of a Client Member, You represent that:
 - You are duly appointed as that person's authorised agent to arrange Care Services on their behalf; and
 - (B) You have the proper authority to represent that person and bind them to the Terms of Use as the Client Member;
 - (v) You have or are otherwise eligible to access sufficient funds or funding to meet Your payment obligations to Us under the Terms of Use and to meet Your payment obligations to Support Workers under the Care Services Agreement;
 - (vi) You have not, and the people at the Client Premises have not:
 - (A) been convicted of any serious criminal offence, or any criminal offence involving murder, sexual assault, assault offences with an imprisonment term, fraud or dishonesty offences, drug trafficking, terrorism, or any offence relating to the safety of children or vulnerable persons;
 - (B) been required to register as a sex offender in any jurisdiction or with any governmental entity; and
 - (vii) You are not, and the people at the Client Premises are not currently the subject of any complaints, claims, investigations, or other legal action, charges, proceedings or other litigation in respect of any criminal conduct described at clause 4(a)(vi).
- (b) You represent and warrant that You will only apply to create an Account if You meet all of the Eligibility Criteria listed above.

- (c) If at any time during the Term, You do not meet one or more of the Eligibility Criteria, You must notify Us immediately, and cease using the Platform and Platform Services and must not receive Care Services.
- (d) If at any time during the Term, You identify that a person residing at the Client Premises has been subject to any of the circumstances set out at clauses 4(a)(vi) and 4(a)(vii), You must notify Us immediately, and cease arranging for the provision of Care Services at the relevant Client Premises.
- (e) If You do not meet the Eligibility Criteria, We will not give You Approval under Part 2 of the Platform Terms, and We may terminate Your Account and the Terms of Use pursuant to Part 2 of the Platform Terms.
- (f) You agree that We may request information from You at any time to confirm that You meet, and continue to meet the Eligibility Criteria during the Term.

5 Approval of a Member

Creating an Account and Approval of a Member is described in the Platform Terms.

6 Member Verification

The Verification Checks that We perform (and disclaimers) are described in the Platform Terms.

Part 3: Using the Platform

7 Using the Platform

- (a) We provide a Platform that allows You to connect with Support Workers, and We do not engage or employ Support Workers nor provide Care Services.
- (b) When You engage a Support Worker through the Platform to provide Care Services, You and the Support Worker engage with each other directly under a separate Care Services Agreement.
- (c) The Care Services Agreement regulates the terms and conditions for the provision of and performance of any Care Services provided by a Support Worker. The Terms of Use does not regulate these terms and conditions or the performance of work by a Support Worker.
- (d) You must ensure that the terms and conditions of any Care Services Agreements entered into by You meets the Platform Minimum Requirements for access to the Platform and provision of the Platform Services at all times. Where the Platform Minimum Requirements are amended or varied in accordance with the Terms of Use, You must ensure that any Care Services Agreements that You are a party to at that time is varied to meet the Platform Minimum Requirements as soon as practicable.
- (e) The Agreed Rate (which is used to determine some of the Mable Fees and the Cost of Support) will be decided by You and the Support Worker and will be set out in the Care Services Agreement. When determining the Agreed Rate, You must not agree to an hourly rate for labour provided as part of the Care Services that is less than the Minimum Rate, and if an overnight or flat rate is used, the effective Agreed Rate must be at least the Minimum Rate for active time, after taking into account any applicable breaks, sleeping or passive time.
- (f) We are not involved in and are not a party to any Care Services Agreements.
- (g) Any engagement between You and a Support Worker for Care Services is solely between You and that Support Worker.
- (h) The Support Worker solely decides whether to provide You with an offer to provide You with Care Services, and You solely decide whether to engage that Support Worker to provide those Care Services.

- (i) During the process of entering into the Care Services Agreement, You will be required to consent to the debiting or charging of the Cost of Support, and the Mable Fees, along with any GST or other taxes in connection with the contracting of the Support Worker.
- (j) You must ensure that You read and understand Your rights and obligations under each Care Services Agreement prior to entering into it. We are not responsible for nor liable to You under any Care Services Agreements.
- (k) Part 3 of the Platform Terms sets out further detail about the Care Services Agreement.

8 Service Log and Invoice on completion of Care Service

- (a) Each Support Worker is required to provide Us with information about the Care Services they provided to or performed for You under a Care Services Agreement in order for Us to provide the Platform and Platform Services to You.
- (b) Promptly after providing a Care Service, the Support Worker is required to create a Service Log.
- (c) You will be notified of the Service Log via an email generated through the Platform. You must approve or reject the Service Log within 24 hours of notification (**Review Period**).
- (d) Without limiting clause 8(f), You will be deemed to have approved the Service Log if You do not reject the Service Log before the expiration of the Review Period.
- (e) Once the Service Log is approved or deemed to be approved by You, an invoice is issued for the Cost of Support and the Mable Fees under clause 14.1.
- (f) Approval or deemed approval of a Service Log does not prevent You from disputing an invoice. If You wish to seek a review of or dispute an invoice You can contact Us here: accounts@mable.com.au. Any dispute about an invoice will be managed in accordance with clause 23.
- (g) If You wish to turn off the automatic approval of Service Logs in relation to one or more Care Services Agreements, You can send Us a request here: accounts@mable.com.au, or use the functionality within the Platform (if available).
- (h) You acknowledge and agree that, if the automatic approval of Service Logs is turned off for a particular Care Services Agreement:
 - (i) You must actively approve or reject Service Logs for Care Services received under that Care Services Agreement in order for payment to be facilitated;
 - (ii) failure to approve such Service Logs will prevent invoices from being issued to You, and impact upon the timing of payment to Us and Support Workers and Your ability to receive further Care Services; and
 - (iii) We are not responsible or liable for any late payments by You to a Support Worker which is in breach of the relevant Care Services Agreement, by virtue of Your inaction to approve or reject a Service Log in a timely manner.

Part 4: Mable's services to You

9 Provision of the Platform Services

The Platform Terms includes more detail about the Platform Services that We provide to You.

Part 5: What Mable doesn't do

10 What Mable doesn't do

The Platform Terms includes a description of those things that We don't provide to You.

Part 6: When Your and Our liability may be excluded or limited

11 What Mable is not responsible for

The Platform Terms includes a description of those things that We are not responsible nor liable for.

11.1 Exclusion of Consequential Loss

To the maximum extent permitted by Law, but subject to the Non-Excludable Guarantee set out in Part 6 of Platform Terms, We and each of Our Affiliates are not liable to You, and You are not liable to Us, for any Consequential Loss, whether arising under contract, tort (including negligence), equity, statute or otherwise.

11.2 Exclusion of Liability

To the maximum extent permitted by Law, but subject to the Non-Excludable Guarantee set out in Part 6 of Platform Terms, We and each of Our Affiliates will not be liable to You or any third party, whether in contract, warranty, tort (including negligence and strict liability), statute, or otherwise, for any of the following in relation to the Care Services that You receive from a Support Worker, or any other services provided to You under a Care Services Agreement:

- (a) injury to or death of any person;
- (b) loss of or damage to property;
- (c) advice, treatment or other services rendered by a Support Worker;
- (d) malpractice Claims against a Support Worker; or
- (e) other Claims or Losses that may directly or indirectly arise, or any other action or omission by You.

11.3 Liability Cap

Subject to clause 11.4, and the Non-Excludable Guarantee set out in Part 6 of Platform Terms, to the maximum extent permitted by Law:

- (a) Our liability, and the liability of each of Our Affiliates, to You, in respect of all Claims arising under or in connection with the Terms of Use, whether arising under statute, contract, tort (including negligence), equity or otherwise:
 - (i) is limited to the sum of all Support Engagement Fees paid and payable by You under the Terms of Use in the 12 months leading up to the Claim giving rise to the liability; and
 - (ii) is reduced to the extent that the liability arises out of Your wilful misconduct, negligence or unlawful act or omission; and
- (b) Your liability to Us in respect of all Claims arising under or in connection with the Terms of Use, whether arising under statute, contract, tort (including negligence), equity or otherwise:
 - is limited to the sum of all Support Engagement Fees paid and payable by You under the Terms of Use, in the 12 months leading up to the Claim giving rise to the liability; and
 - (ii) is reduced to the extent that the liability arises out of Our wilful misconduct, negligence or unlawful act or omission.

11.4 Unlimited Liabilities

(a) Our liability to You under or in connection with the Terms of Use is not excluded or limited:

- (i) under the indemnities given by Us under clause 12.2; or
- (ii) for fraud or any other liability that cannot be excluded or limited by any Law.
- (b) Your liability to Us under or in connection with the Terms of Use is not excluded or limited:
 - (i) under the indemnities given by You under clause 12.1; or
 - (ii) for fraud or any other liability that cannot be excluded or limited by any Law.

12 Indemnities

12.1 You indemnify Mable

- (a) You indemnify Us and Our Affiliates against all Claims and Losses suffered or incurred by Us or Our Affiliates that are caused by or arise from any of the following that occur under or in connection with the Terms of Use, Your use or misuse of the of the Platform or Platform Services or in relation to the Care Services that You receive:
 - (i) Your breach of any Law;
 - (ii) You engaging in Avoidance Conduct, or otherwise failing to comply with clause 2.2:
 - (iii) Your breach of the Terms of Use as a result of Your reckless, fraudulent or malicious acts or omissions;
 - (iv) a Claim from a third party against Us arising from Your breach of the Care Services Agreement;
 - (v) death of or injury to any person caused or contributed to by You;
 - (vi) loss of or damage to personal property caused or contributed to by You;
 - (vii) any Claim by a third party that Your Content infringes the Intellectual Property Rights of any person; and
 - (viii) Your use of Our Proprietary Material in breach of the Platform Terms.
- (b) Your liability to indemnify Us under clause 12.1(a) is reduced to the extent that the relevant Claims or Losses were caused or contributed to by Our or Our Affiliates' wilful misconduct, negligence or unlawful act or omission.
- (c) To the extent that the indemnities set out in clause 12.1(a) apply to Our Affiliates, We will hold the benefit of such indemnities on trust for those Affiliates.

12.2 We indemnify You

- (a) We indemnify You against all Claims and Losses suffered or incurred by You that are caused by or arise from:
 - (i) Our breach of the Terms of Use as a result of Our reckless, fraudulent or malicious acts or omissions; or
 - (ii) any Claim by a third party that Our Proprietary Material or the provision of the Platform infringes the Intellectual Property Rights of any person.
- (b) Our liability to indemnify You under clause 12.2(a) is reduced to the extent that the relevant Claims or Losses were caused or contributed to by Your wilful misconduct, negligence or unlawful act or omission.

Part 7: Price and payment

13 Price

13.1 You must pay Us and Support Workers

- (a) In consideration of the Support Worker providing the Care Services to You under the Care Services Agreement, You (or Your nominated funding party) will pay the Support Worker the Cost of Support in accordance with the Care Services Agreement.
- (b) In consideration of Us providing the Platform Services to You, You will pay Us the Mable Fees. Payment of the Mable Fees occurs under the Terms of Use.
- (c) Support Workers and We have appointed MPS as collection agent to provide payment collection and processing services, as further described in clause 14.1.
- (d) MPS is a Related Body Corporate of Mable, and MPS is a party to the Terms of Use for the limited purpose of performing its role as collection agent for Support Workers and Us, as described in the Terms of Use.
- (e) We may change the Mable Fees and the Minimum Rate in the manner set out in Part 7 of the Platform Terms.

13.2 Financial Hardship

If You are suffering from financial hardship, and this is inhibiting your ability to pay the Mable Fees or continue to receive Care Services, We may be able to provide assistance to You. You can contact Us on: 1300 73 65 72.

14 Invoicing and payment

14.1 MPS as collection agent

- (a) MPS will:
 - (i) issue You, or Your nominated funding party (if applicable), with an invoice for:
 - (A) the Care Services at the Cost of Support payable by You to a Support Worker under the Care Services Agreement; and;
 - (B) the Mable Fees payable by You to Us under clause 13.1(b);
 - (ii) seek payment from You, or Your nominated funding party (if applicable), for:
 - (A) the Care Services at the Cost of Support; and
 - (B) the Support Engagement Fee and Client Platform Fee;
 - (iii) once payment is received from You, or Your nominated funding party:
 - (A) remit the Cost of Support to the Support Worker; and
 - (B) remit the Mable Fees to Us.
- (b) This means that You will only receive invoices from MPS and not directly from Us or Support Workers.
- (c) You authorise MPS to collect payment from You (including by debiting Your nominated bank account or credit card) or to collect payment from Your nominated funding party, for the Cost of Support, and the Mable Fees.
- (d) All valid invoices issued under the Terms of Use must be paid within 7 days of issue or such longer period as specified in the invoice (except that if the invalidity of an invoice is due to the invoice containing disputed charges, You must pay any undisputed portion and immediately notify MPS of the basis of the dispute).

- (e) MPS will provide the Support Worker with copies of invoices which are issued on their behalf.
- (f) MPS reserves the right to correct any errors in the payment of fees and charges under the Terms of Use and where reasonable, provide notice to You and the relevant other parties.

14.2 Acknowledgements

- (a) Your acknowledgements in respect of payment under the Terms of Use are set out in Part 7 of the Platform Terms.
- (b) Without limiting and in addition to Part 7 of the Platform Terms, You acknowledge and agree that:
 - (i) You are solely responsible and liable for ensuring that You have or are otherwise eligible to access sufficient funds or funding to meet Your payment obligations to Us under the Terms of Use and to meet Your payment obligations to Support Workers under the Care Services Agreement;
 - (ii) You, and not Us nor MPS, are solely liable to pay the Support Worker, based on independently negotiated terms and rates agreed directly between You and that Support Worker. Any payment passed on by Us or MPS to that Support Worker is done solely in Our or MPS' capacity as a payment collection agent, and is not consideration for any supply that may be construed to be made or provided by that Support Worker to Us or MPS;
 - (iii) the Payment Processing Services may be interrupted by factors beyond MPS' control (including Force Majeure Events) and that MPS will use reasonable endeavours to resolve such interruptions and minimise their impact upon the Payment Processing Services; and
 - (iv) subject to the Non-Excludable Guarantee set out in Part 6 of the Platform Terms, MPS will have no liability to You, nor other Members, for interruptions to the Payment Processing Services that were caused due to reasons beyond MPS' control (including Force Majeure Events).

Part 8: Facilitated Insurance Cover

15 Facilitated Insurance Cover

- (a) The Facilitated Insurance Cover that applies to each Care Service that a Support Worker provides (subject to meeting certain eligibility criteria) is set out in Part 7 of the Platform Terms.
- (b) Your acknowledgements in respect of that Facilitated Insurance Cover are set out in Part 7 of the Platform Terms.

Part 9: Privacy and Intellectual Property

16 Privacy

16.1 Comply with Privacy Laws

If You receive Personal Information, including any health information, of any other person through Your use of the Platform, You must only use that information:

- (a) for the purpose of engaging with that person through the Platform, or for receiving Care Services in accordance with a Care Services Agreement;
- (b) in accordance with Law (including applicable health records legislation, the Privacy Laws and the Australian Privacy Principles under the Privacy Act); and
- (c) in accordance with any relevant direction, guideline, determination or recommendation made by the Office of the Australian Information Commissioner or a state or territory

privacy commissioner, health services commissioner and/or any equivalent body or agency,

and not for any other purpose.

17 Content and Intellectual Property

The rights and obligations of You and Us in relation to Content, publicity and Intellectual Property are set out in the Platform Terms.

Part 10: Suspension and Termination

18 Your suspension and termination rights

- (a) Your suspension and termination rights are set out in the Platform Terms.
- (b) You may have obligations to Support Workers under the relevant Care Services Agreement that may (amongst other things) require You to give prior written notice of any cancellation of Care Services; and
- (c) We have no control over any such obligations that You may have under the Care Services Agreements, and We are not responsible or liable for any consequences under the Care Services Agreement as a result of You terminating Your Account.

19 Our suspension and termination rights

Our suspension and termination rights are included in the Platform Terms.

20 Consequences of suspension or termination

The consequences of a suspension or termination are set out in the Platform Terms.

Part 11: Disputes and how to report incidents or make a complaint

21 Incidents and complaints

The Platform Terms sets out how You can report an incident or make a complaint.

22 Dispute resolution Disputes between You and Mable

The Platform Terms sets out what occurs if there is a dispute between You and Us.

23 Disputes between You and a Support Worker

- (a) Any disputes arising out of or in connection with the Care Services received by You, or disputes otherwise arising under a Care Services Agreement, must be resolved directly between You and the Support Worker.
- (b) We may, but are not obligated to, provide assistance, facilitate resolution of, monitor or request information regarding the disputes set out above, including in the event of You seeking a review of or disputing an invoice under clause 8(f).

Part 12: General

24 We can amend the Terms of Use

The Platform Terms sets out how We can amend the Terms of Use.

25 General Terms

- (a) The Platform Terms sets out the general clauses that apply to the Terms of Use.
- (b) In these Client Member Terms, a reference to a clause is a reference to a clause in these Client Member Terms, unless otherwise stated.

(c) Despite termination of the Terms of Use, this clause 25, clauses 2.2(d), 2.2(f)(iii), 11, 12, 13.1, 14, 16, 17, 20, 21, 22, 23, and those other clauses that by their nature remain in force, shall survive.

26 Dictionary

(a) In these Member Terms, capitalised terms have the meaning given to them below or are otherwise as defined in the Dictionary to the Platform Terms (refer to Part 14 of the Platform Terms):

Payment Processing Services means the payment collection and processing services provided by MPS as agent for Support Workers and Us, as described in clause 14.1.

Review Period has the meaning given to that term in clause 8(c).

You, Your means you, being the person entering into the Terms of Use as a Client Member, and includes any person, family member or representative acting for you as your agent in connection with establishing Your Account and Your use of the Platform and Platform Services.

(b) The Dictionary in Part 14 of the Platform Terms contains the following defined terms used in these Member Terms:

Account Affiliates Agreed Rate Approval

Australian Privacy Principles

Avoidance Conduct

Breach Event Care Services

Care Services Agreement

Claim Client

Client Member Client Member Terms Client Platform Fee Client Premises

Content

Consequential Loss

Coordinator

Coordinator Terms Cost of Support Eligibility Criteria

Facilitated Insurance Cover

Force Majeure Event

GST

Intellectual Property Rights

Law

Losses and Loss

Mable, We, Us, Our

Mable Fees

Mable Policies

Managed Client

Material Breach Event

Member

Member Terms

Minimum Rate

MPS

Non-Excludable Guarantee

Party and Parties

Personal Information

Platform

Platform Services

Platform Minimum Requirements

Privacy Act Privacy Laws

Prohibited Conduct

Related Body Corporate

Service Log

Site

Support Engagement Fee

Support Worker

Support Worker Terms

Term

Terms of Use

Verification Checks

Your Content

Version Date: 27 August 2025